

## FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT ("**Agreement**") is made as of December 15, 2003 by and among NORTHERN TRUST BANK, an Illinois corporation ("**Northern**") and Walter Johnson II and Ann Domikaitis, individuals ("**J&D**").

J&D borrowed an original sum of \$340,670.08 from Northern as evidenced by a Promissory Note ("**Note**") dated March 17, 2003. The principal balance due on the Note as of December 15, 2003 is \$190,670.08. The Note requires payment of interest monthly on the 30<sup>th</sup> day of each month commencing March 30, 2003 and a payment of principal by April 30, 2003. As of December 15, 2003, J&D has not paid the principal payment due April 30, 2003. Additional borrowings on the Note are no longer available.

NOW, THEREFORE, in order to induce Northern to forbear during, and only during, the Forbearance Period -- which matures or ends on **October 31, 2004** -- from the collection of any amounts in respect of the Note and any guarantees thereof, J&D commits to the following:

Pay all interest payments on the Note due on the 30<sup>th</sup> of each month, commencing December 30, 2003, and at the date when the final principal amount is paid.

Pay principal as follows:

\$20,000.00 by the 26<sup>th</sup> day of December, 2003 (any unpaid amounts must be paid within a 20 day grace period thereafter) and then per the below schedule...

\$5,000.00 by each of January 31, 2004, by February 29, 2004 and by March 31, 2004 (\$15,000.00 total);

\$10,000.00 by each of April 30, 2004 and May 31, 2004 (\$20,000.00 total);

\$25,000.00 by each of June 30, 2004, July 31, 2004, August 2004 (\$75,000.00 total);

All amounts unpaid and outstanding on the Note, including all principal and interest, by maturity of this Agreement on October 31, 2004.

By December 31, 2003, cause a lien to be placed on the real property at 275 East Industry Ave., Frankfort, IL (junior only to the existing approximate \$522,000 lien by LaSalle Bank) to be granted to Northern as collateral for the A&W, Inc. and/or Enterprise Industries guarantees of the March 17, 2003 Note, which is subject to this Agreement.

Forbearance. In consideration of the execution and delivery of this Agreement, Northern agrees, subject to the terms and conditions of this Agreement, TO FORBEAR in the exercise of its rights and remedies under the Note.

Non-Waiver. By entering into this Agreement, Northern does not waive any prior default under the Note and, upon any Event of Default hereunder or upon the expiration of the Forbearance Period, Northern may proceed to enforce its rights and remedies because and on account of such existing defaults and any additional defaults. The rights granted to Northern under this Agreement shall be in addition to, and not in substitution of, all of the rights of

EXHIBIT

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Northern under the Note and any guarantees thereof, until expiration of the Forbearance Agreement or any extension of the same.

Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by J&D to make any or all of the scheduled payments when due on the Note.
- (b) Failure of J&D to effect collateral pledge (mortgage lien) satisfactory to Northern in a timely manner.
- (c) This Agreement, or any provision thereof, is challenged in any court proceeding, including any bankruptcy court proceeding.

Rights and Remedies. Upon any Event of Default hereunder, the Forbearance Period automatically and without notice shall expire, and Northern shall be under no further obligation to forbear from collecting any amount due or exercising any available remedies.

Continuing Agreement. Notwithstanding the expiration or WITNESS WHEREOF, the parties have executed, ensealed, and delivered this Agreement as of the day and year first written above.

Northern Trust Bank, an Illinois corporation

By: \_\_\_\_\_

Nelson J. Leidner, Jr.

Its: Vice President

Walter Johnson II

Walter Johnson II

Ann Domikaitis

Ann Domikaitis